

Lampworks Contractor Procedure Manual

September 1, 2015

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SECTION 1 - PURPOSE AND INTENT:

The Procedures Manual for Contractor is intended to be an information source and reference guide for personnel involved in the construction of the Harrison Lampworks. The procedures set forth in this Manual are designed to:

1. Inform about jobsite-specific conditions and provisions.
2. Aid in the communication flow of the project.
3. Increase the efficiency of the construction process.
4. Show examples of standard forms used.

The Procedures Manual will be incorporated into each and every Subcontract covering the Work on this Project. Nothing in this manual is intended to conflict with any of the other Contract Documents. In cases of such conflict the more stringent, expensive, or intensive option shall prevail. If there are any questions regarding the information in this document, the Contractor must immediately contact the Owner/Developer.

Contractor should have copies of this manual made available at all times to its employees at both their office and at the jobsite. All Contractor's employees must be made aware of the policies outlined herein.

SECTION 2 - PROJECT REQUIREMENTS:

Contractor shall meet or exceed the minimum project requirements, which are:

1. Operate a safe jobsite in compliance with all applicable regulations. Safety is paramount. Compliance to the Contractor's site specific Health and Safety Plan (HASP) will be strictly enforced.
2. Complete the project in a manner to mitigate lost-time accidents or incidents.
3. Construct a quality facility in accordance with the Contract Documents.
4. Construct an environmentally sustainable project.
5. Construct the project with no damage or theft to property, facilities, or equipment.
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1. PROJECT INFORMATION LIST

Project Name:

BRG Harrison Lofts Urban Renewal LLC
400 South 5th Street, 420 South 5th Street, & 530 Bergen Street
Harrison, NJ

Owner:

BRG Harrison Lofts Urban Renewal LLC
1050 Franklin Avenue Suite 200
Garden City, NY 11530

Developer:

Albanese Development Corporation
1050 Franklin Avenue, Suite 200
Garden City, NY 11530
Phone: 516-746-6000

Architect:

Minno Wasko
80 Lambert Lane, Suite 805
Lambertville, New Jersey 08530
Phone: (609) 397-9009

MEP/FP Engineer:

KEA Engineer
33 Wood Avenue South, 8th Floor
Iselin, NJ 08830
Phone: (732) 635-0044

Structural Engineer:

Christie Engineering
211 Somerville Road
Bedminster, NJ 07921
Phone: (908) 470-1919

2. PROJECT COMMUNICATION

- A. Unless you are otherwise instructed, all correspondence on this project should be directed to the Developer as follows:

Albanese Development Corporation
1050 Franklin Avenue, Suite 200
Garden City, NY 11530
PH: 516-746-6000
CELL: 516-369-3095
Attention: Matthew Frankenberry, Senior Project Manager
E-Mail: mcf@albaneseorg.com

- B. Document Access:
Documents can be accessed through the following ftp site.

FTP Access:

The following website URL and login information will provide you with access to the Project Documents:

FTP Access:

Use Windows Explorer to connect to the ftp. You just need to put this address into the address bar:

[Will be updated](#)

It will prompt for the username and password.

Username: Will be updated

Password: Will be updated

3. **GENERAL**

- A. Contractor shall be responsible to review all Drawings, Specifications and Contract Documents to determine the Scope of Work.
- B. It is mutually understood that where the words "General Contractor", "Contractor", and "Subcontractor" are used throughout the Specifications, Drawings and other Contract Documents, these shall be deemed to mean this Contractor.
- C. Any Contractor that requires an open flame may be required to complete and submit a "Hot Work Permit Authorization" prior to commencement of this work, in accordance with applicable code rules, regulations and requirements.
- D. All visitors must register at the General Contractor's field office before entering the jobsite. Access to the jobsite is limited to only individuals authorized by the Owner for specific construction needs.
- E. All identification signs allowed on the Project are subject to the Owner's prior written approval. No publicity or public relations releases are to be made without written approval from the Owner. No signs advertising the work or identifying any person, firm, or entity concerned with the work shall be allowed at the site unless approved in advance in writing.
- F. This project is in a residential area and all ordinances concerning working in this district apply.

4. **HAZARD COMMUNICATION STANDARDS**

Contractor agrees to comply with all Federal, State and Local Safety Rules included in OSHA's Expanded Hazard Communication Standards. An MSDS must be submitted at least seven (7) days prior to each material being delivered to the jobsite. Strict adherence will be mandatory. Contractor shall maintain onsite a copy of Material Safety Data Sheets for all materials Contractor is providing for the project and shall make such materials readily available for all Contractor employees.

5. ALLOWANCES

Allowances shall require communication, tracking, and accounting by General Contractor. Work may not be provided under an Allowance without authorization from the Owner/Developer. Any Contractor who performs any work under an Allowance without prior authorization from the Owner/Developer will not be permitted to count such work performed on account of the allowance nor submit a change request for that work. All Allowances will be broken out on the Schedule of Values. Any Allowance funds not used at the completion of the project will be refunded to the Owner via a DEDUCT change order.

Contractor shall discuss the use of allowances with the Owner's authorized site representative (Developer) prior to the use of any allowance. At the termination of each day's work, or early the next day, the Contractor shall request for Allowance items or related labor hours counted towards an Allowance to be agreed upon, in writing, by the Owner's authorized site representative (Developer) on a work order ticket. Failure to have tickets signed daily is sufficient grounds for denial of payment. Contractor is responsible for acquiring these signatures for which the Owner's authorized representative (Developer) will make themselves available.

6. KEY PERSONNEL

Upon the start of work, a list of key Contractor and Subcontractor personnel with addresses and telephone numbers for emergency situations shall be furnished to the Developer. The telephone numbers are for regular AND after-hour emergencies. Key personnel will have a thorough understanding of the schedule requirements and shall proactively deal with all issues affecting the schedule.

The Contractor shall provide competent supervisory personnel consistent with the size and complexity of the Work in order to fully control their work force, coordinate their Work with that of related trades, and complete the Work in accordance with the Construction Documents and Schedule. Contractor supervisory personnel are required to be involved in this project with adequate input into the daily management of the project. No Contractor shall remove such supervisory personnel from the site without Developers' written permission.

7. SCHEDULE AND PROGRESS

The Contractor's Work shall progress in accordance with the construction schedule identified by Owner/Developer. The Contractor understands and agrees that time is of the essence. Therefore, the Contractor shall respond as required by the Owner/Developer, to deficiencies in Contractor's progress of Work, in order to mitigate delay to the Schedule. It shall be understood and agreed that the Construction Schedule may be revised from time to time by the General Contractor with authorization by the Owner/Developer in order to meet changing project requirements and project completion date requirements.

The Contractor shall be required to perform portions of their work in out-of-sequence order, to facilitate the Owner's objectives of overall project schedule compliance. This shall not be a basis for claims on the part of the Contractor.

Contractor is to include multiple mobilizations as necessary to complete their scope of work within the time period dictated by the Project Schedule.

The Contractor shall be responsible for the cost of expediting all fabrication and delivery of its materials to meet the project schedule. Should, in the opinion of the Owner/Developer, it become necessary (in order to maintain job progress) to supplement shortfalls in the Contractor's expediting efforts, then all reasonable costs incurred by the Owner shall be backcharged to the Contractor. The full costs of standby services resulting from this Contractor working overtime or on weekends or holidays at his election or to insure completion of his Subcontract obligations to meet job progress shall be borne by this Contractor. These costs include, but are not limited to all additional expenses incurred, such as: teamsters, shop stewards, safety representatives, maintenance of temporary light and power, hoisting facilities, temporary water and sanitation, temporary heat, winter weather protection, supervision and any and all other such services

required by said overtime. The Contractor must provide a minimum of 24 hours' notice if standby services are required.

Contractor is expected to field coordinate. The work and sequence of operations shall be planned in accordance with Construction Schedule in such a manner that the work as a whole will be continuous after it is started and will be completed on or before the contract completion date.

8. JOB MEETINGS

Regular meetings will be necessary to ensure safe, satisfactory performance of work and proper coordination of all building trades. Failure of Contractor to attend these meetings will result in Contractor being held responsible for any associated delay or expense incurred.

Contractor shall have responsible representation at the following meetings:

- A. Pre-Mobilization Safety Meeting - To be held on-site for field foremen and workforce to discuss jobsite rules and regulations.
- B. Weekly Coordination and Safety meetings, held at General Contractor's Jobsite Office. General Contractor's and Subcontractor's field superintendent/foreman and project manager are required to attend prepared to discuss the overall project safety, schedule, deliveries and to coordinate all field activities for the week. At this meeting, each Subcontractor shall provide weekly status reports regarding procurement status, fabrication, etc of items required for his/her work. Attendance at these meetings is mandatory for all Subcontractors on site. Failure to attend these meetings will not excuse the Contractor for being responsible for all items discussed and dates established whether the Subcontractor had input or not into their formation.
- C. Weekly Subcontractor MEP Coordination meetings, held at General Contractor's Jobsite Office. General Contractor's and Subcontractor's field superintendent/foreman and project manager are required to attend. Meeting frequency may be changed as the project progresses.
- D. A Monthly Safety Meeting is mandatory for all Subcontractors who were on-site or will be on-site within two-weeks of the scheduled meeting.
- E. A Monthly Project Executive Meeting with Critical Path Subcontractors. Ownership representatives will be required to meet at least once a month with the Owner's project management team to discuss 1 month prior, current and 1 month future issues.

9. STRUCTURAL FRAMING, ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, TELECOMMUNICATIONS, AND SPECIALTY SYSTEMS COORDINATION - (NOT APPLICABLE FOR PARTIAL DEMOLITION CONTRACT)

The project will include a formal coordination process to facilitate construction processes, efficiencies in the project delivery, and to enhance the quality of the finished product. The Superstructure, Structural Steel, Structural Framing, Mechanical, Electrical, Plumbing, and Fire Protection Subcontractors on this project will participate in the coordination process using digital drawings. The coordination will be a collaborative process in which the Subcontractors will coordinate their work both individually and collectively, in drawings, using the architectural, structural, documents as backgrounds.

Each Subcontractor shall first prepare, as part of their regular submittal process, individual shop drawings and equipment submittals for all components of their required installations. Approved shop drawings shall be used as the starting basis for the coordination effort. Each subcontractor shall apply their drawing layer of planned piping, ductwork, and other components onto the coordination drawing, identifying all actual sizes and conditions of their equipment, and flagging all actual or potential conflicts. The Subcontractor's

engineering representative shall attend regularly scheduled coordination meetings for the purpose of resolving any such conflicts. Upon completion of each coordinated area, each Subcontractor participating in the coordination process will provide a copy of their drawing (the drawing that will be used for installation in the field) for sign off by all participants. After all participants have signed off, each Subcontractor will submit to the design team for final record.

Contractor shall be required to show all of their respective equipment on their coordination drawings, to clear all beams, columns and other construction, maintaining all required vertical and horizontal clearances, as specified. Equipment for each trade shall generally include, but not necessarily be limited to, the following items:

1. HVAC Sheetmetal - All HVAC equipment, ductwork, terminal boxes, fire & smoke dampers, registers, grilles diffusers, wall and floor penetrations, access panels, hangers and support systems and framing, etc. Include routing for all conduits, panels & equipment, etc., for the temperature control system. Note all items requiring access for maintenance.
2. HVAC Piping - All piping types, with insulation, piping materials, wall and floor penetrations, access panels, valves, equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.
3. Electrical - Routing of all individual power and lighting conduits larger than 1" (unless specific need identified), and all conduit racks, hangers & supports, cable trays, all electrical equipment, light fixtures, access panels, wall and floor penetrations, etc. Note all items requiring access for maintenance.
4. Plumbing - All plumbing piping types, with insulation, piping materials, wall and floor penetrations, access panels, valves, plumbing equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.
5. Fire Protection - All fire protection piping, wall and floor penetrations, access panels, valves, sprinkler heads, fire protection equipment, flange and coupling sizes where applicable, hangers and support systems and framing, etc. Note all items requiring access for maintenance.
6. Steel, Concrete: All penetrations and openings (Including Edge of Slab Angle/Detail) identified in the construction documents, will be coordinated. All primary and secondary structural steel members will be represented and coordinated. Gusset plates, bolts, clip angles, etc. will be considered as to their required clearances. Metal, wood and concrete decks will be modeled as the overall thickness of the slab; ribs in decks will not be modeled. Edges of all slabs and penetrations of structural systems will be accurately located in the model.
7. All exterior walls, doors, windows, steps, railings and roofs will be represented. All interior walls, including non-rated walls separating rooms (taken from architectural backgrounds), will be drawn. Risers will be represented. Interior doors and windows will be represented to the extent that the walls that they are associated with are included in the coordination. All interior ceilings, stairs, and railings will be represented. Walls will be represented as the overall thickness of the wall. Studs and individual layers of drywall will not be represented. The overall extent of stairs and loading docks will be represented; intermediate railing members will not be modeled. Elevator shaft clear space will be modeled as to the clear width, depth and height only; elevator cabs, equipment, etc. will not be modeled. Carpet, paint, wall coverings, tile, wall base and trim carpentry will not be modeled.
8. General Note: Access spaces required by code and for maintenance should be represented in drawing. The representations for access spaces should be on separate layers for each system.
9. General Note: For equipment being furnished by General Contractor, the Subcontractor responsible to install the equipment shall create representations of the equipment within their respective drawings.

Coordination Sequence

Within seven (7) calendar days of notification of contract award of each trade involved in the coordination process, the General Contractor will hold a preliminary coordination meeting. Each Subcontractor must be represented by their Project Manager, and the people who will be directly responsible for the coordination of their respective trades.

10. SITE LOGISTICS

The Contractor's Site Logistics Plan must be approved in writing by General Contractor and Owner/Developer prior to Contractor mobilization. Contractor's Site Logistics Plan may change as progress of the work requires, only upon prior written approval from Owner/Developer.

Movement of all vehicles and equipment into and on the site including unloading, shall be subject to Owner/Developer approval and the control of the General Contractor and shall follow traffic patterns established by the General Contractor and approved by Owner/Developer, and must comply with local jurisdiction requirements. Contractor shall be responsible for observing established traffic regulations and for providing flagmen, as required, to prevent disruption to pedestrian traffic and general traffic by Contractor's vehicles, equipment or operations. All Contractor vehicles entering the site are required to be, and deemed covered by Contractor's Vehicle Liability Insurance. Contractor is also responsible for cleaning daily all debris from streets or public areas (street sweeping if necessary) resulting from its operations.

The Owner/Developer's field office telephones, copier, fax machine, stationery supplies, rest room facilities, office compound, etc., are strictly for the Owner/Developer's use. Contractor and Subcontractors are to make arrangements for their own needs pertaining to storage, shanties, utility connections, and office equipment.

Location and construction details of Contractor shanties and offices shall be subject to approval of the Owner/Developer and the General Contractor and shall contain adequate fire protection. Any office shanties located on site shall be located at General Contractor's direction and all costs for placement, construction, removal, utility hook-ups, phones, permits, etc., shall be borne by the Contractor. Relocation of shanties to allow for job progress may be required. Temporary offices must be equipped with a fire extinguisher, appropriate first aid kit, and 50-gallon trash receptacle and shall conform to applicable codes. Contractor shall arrange for daily trash removal from and keep shanties free of accumulating debris and food waste.

It is Contractor's responsibility to remove snow and ice from their equipment, material and area of work. Contractor must maintain safe access to their work and to Owner/Developer's Field Office. No salt or deicer containing chloride is to be use on concrete surfaces.

If Contractor's work requires a shutdown or tie-in to any utilities or rerouting of vehicular or pedestrian traffic, then a preplanning meeting must be scheduled with Owner/Developer through General Contractor and take place at minimum of four weeks prior to activity. Owner/Developer approval must be obtained in writing prior to proceeding with any utility shutdown, tie-in or relocation. Additionally, any reconfiguration of the site fence, barricades, signage, etc. required to facilitate this work is the responsibility of the Contractor.

Equipment

The General Contractor shall approve the location of all Subcontractor's equipment and tools such as hoist, mixers, cutters, etc. in sufficient advance of arrival of such equipment as to coordinate space requirements.

Any Subcontractor who disturbs the site fence is responsible for returning it to original or better than original condition. The site fence cannot be moved or modified without prior permission from the Owner/Developer and General Contractor.

Storage

On site storage is extremely limited and Contractor is to include off-site storage expenses as required to properly manage material flow to the Project to keep the work progress in accordance with the Project Schedule. Storage of material and equipment at the site shall be coordinated by Contractor.

Contractor materials and equipment stored on site and within the building must be kept on carts or on cribbing so as not to expose the materials to ponding water, mud, dirt and debris and so that they can be easily moved.

No storage facilities or watchmen will be guaranteed by the Owner. Contractor is responsible for the protection, storage and security of their own materials and equipment. Owner will not accept liability for the loss of Contractor's tools, equipment, material, etc.

Contractor shall take appropriate action as required for the safe storage of materials and equipment in advance of high wind warnings. Contractor representatives shall keep themselves continuously apprised of changing weather conditions at the site, and take appropriate action to protect stored materials, the Project Site, and the public from any effects of detrimental weather.

Deliveries

Contractor shall coordinate and schedule deliveries of his materials and equipment. Contractor shall be responsible for receiving, distributing, storing, maintenance, care and insurance, or any loss or damage to all equipment or materials stored, regardless of location and cause. Owner/Developer will NOT sign for or accept any deliveries.

Hoisting

Contractor will be responsible for its own hoisting requirements for both materials and personnel.

11. CONTRACTOR PARKING

No onsite parking will be allowed for Construction personnel except for Owner/Developer's Field Office Parking.

12. SITE HOURS

Jobsite normal work hours are 7:00 a.m. to 4:00 P.M., Monday through Friday. Weekend work to be coordinated in advance with Owner. Deliveries or startup of any machines must occur within requirements of local ordinances. Contractor shall obtain Owner/Developer and General Contractor approval prior to working beyond the regularly established working hours. Contractor shall also bear the costs for any Owner/Developer and General Contractor personnel required to be on site for the overtime period. Contractor shall be responsible for any associated fines assessed.

Unless overtime work is done solely at the request of the Owner/Developer or General Contractor, the cost of any and ALL overtime work or pay is considered to be included in the Contract, and shall be borne by the Contractor.

Should written instructions be given by the Owner/Developer to work overtime so as to complete any portion of the work in advance of the Contract completion date, the Owner will pay only the amount by which the hourly overtime rate exceeds the regular hourly rate for such work ("Premium Time"). This includes any additional insurance costs and ALL additional Federal and State taxes. The Contractor shall make no charge for overhead expense, profit, general conditions, rental of equipment or use of tools in connection with overtime work.

13. SCAFFOLDING/STAIRS/LADDERS/LIFTS

Contractor shall provide and maintain any scaffolding, stairs, ladders or lifts required in connection with their own work. All of the above shall conform to the rules and regulations of all authorities having jurisdiction (including the Project Specific Health and Safety Plan).

Contractor performing work from scaffolding must have a competent person on the job as required and erect scaffolds per OSHA regulations.

Appropriate leave-outs in the exterior wall or window &/or door openings will be established to move materials in and out of the building.

14. TESTING/INSPECTIONS

Cooperation with testing agencies is required. Allow sufficient time to take tests and conduct inspections. Forty-Eight (48) hour notice will be the minimum standard in notifying Owner/Developer, General Contractor and Testing Agency of required services. The Owner will provide for those testing services indicated in the Contract Documents as Owner provided.

Seventy two (72) hour prior notification of all regulatory Inspections must be given to Owner/Developer and General Contractor.

15. QUALITY ASSURANCE/QUALITY CONTROL

Prior to the start of each initial type of work installation, the Contractor shall perform a sample or mock up of such typical work installation for review by the Owner/Developer and Architect for comment and adjustment. Contractor shall not proceed with typical work until such review has been completed and shall plan its work to allow for such review. Prior to demobilization of work on the floor, contractor and owner shall walk the floor in order to determine if all work is satisfactory and complete. A punch list shall be developed and contractor shall work to correct all items on punch list.

Contractor shall provide a representative who shall, on a daily basis, formally review the quality of work of their workforce for not only compliance with the Contract Documents, but also as required to achieve the highest standard in construction quality. The Contractor representative shall prepare a personal report of their findings through such quality reviews and bring same to weekly meetings for discussion with the Owner/Developer and General Contractor. Plans for changing methods of work in order to meet quality construction requirements shall be presented by Contractor upon request by the Owner/Developer and General Contractor.

It is understood that the Work of this subcontract is to be performed in compliance with all local codes and current and applicable standards as referenced by the Contract Documents. Contractor is to provide all testing required by the Contract Documents and Code requirements that will not be performed by the Owner's Independent Testing Laboratory. For all testing not completed by Contractor, provide complete cooperation with all Owner's Independent Testing Laboratories and agencies.

Contractor is to replace, or if approved by the Architect, repair any defective work caused by this Contractor and repeat tests as necessary until all work is proven satisfactory at no additional cost.

16. FIELD VERIFICATION / MEASUREMENT

Provide all required field verification and measurement prior to fabrication of materials. Control axis lines and benchmarks will be provided by Contractor through the building as the work progresses. Contractor shall lay out its own work from these references and shall be responsible for damage or loss due to incorrect layout.

17. PROTECTION OF FINISHED WORK AND EXISTING UTILITIES (AS APPLICABLE)

Contractor is responsible for protection of existing and new finished work until final acceptance. Any work or materials damaged by the Contractor's failure to provide proper protection shall be removed and replaced with new work at the Contractor's expense at no additional cost to Owner.

Contractor must provide protection for all trades working on roof to prevent damage to the roof. Contractor will be responsible for costs associated with repairing any roof damage, in compliance with the roof warranty established, to the satisfaction of the Architect, Owner and roofing manufacturer.

Contractor shall be responsible for the repair of any damage caused by their workforce to existing utilities, utility structures, and adjacent property that are damaged by their operations. In addition, Contractor will be responsible for restoring any existing conditions disturbed by their work to original or better than original conditions.

If, at any time, the safety of any existing or new construction, utilities, etc., shall appear to be endangered, Contractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures, utilities, etc.

18. EXCAVATION

Contractor performing excavation work is responsible for calling the appropriate utility location service and Utilities to locate all utilities prior to starting work. Advance notice must be given to Owner/Developer and General Contractor for all excavation work.

Contractors that excavate are responsible to coordinate with the Testing Agency to ensure soils meet specifications. Any unsuitable soil encountered must be removed and replaced accordingly.

Contractor performing any excavations must have a competent person on the job as required by OSHA regulations. Soil stabilization for excavations shall be provided by the Contractor.

19. STORM WATER POLLUTION PREVENTION

Contractor must comply with the EPA Storm Water Pollution Prevention Plan requirements as it applies to their operations, including but not limited to, excavations, erosion, water pumping, vehicle access, vehicle traffic, material storage and delivery. Trades/scopes that are referenced must cooperate with completing any required submittals and provide a signed copy of the document. All reporting requirements must be met and will be required as indicated in the Plan.

Contractor who disturbs the site fence and/or erosion control measures is responsible for returning it to original condition. The site fence and/or erosion control cannot be moved without prior permission from Owner/Developer and General Contractor.

20. RUBBISH REMOVAL AND CLEAN-UP

It is the responsibility of Contractor and their workforce to maintain a clean and safe jobsite. Contractor will be responsible for the continuous daily clean-up and removal of debris created through the progression of their work. If debris accumulates to a state where it may pose a safety concern, Contractor shall promptly dispose of debris into dumpsters or rubbish bins to be provided by Contractor. Burning of debris will not be permitted.

Contractor shall stage containers on the site for the purposes of collecting recyclable materials. It will be the Contractor's responsibility to legally dispose of, offsite, all hazardous materials and other materials that are not normally handled by the rubbish company such as paints, solvents, oil, etc.

If, in the opinion of Owner/Developer and General Contractor, the job is not being maintained in a clean and safe condition, Owner/Developer and General Contractor will have the condition corrected and Contractor shall bear the responsibility of related costs.

As it relates to Contractor's work including access to and from the site, deliveries, materials, equipment, packaging, and all operations related to their work, Contractor must maintain the streets adjacent to the site in a clean and safe condition (this includes truck washing stations, street sweeping by machine and hand if

necessary). Street cleaning and/or sweeping is required for related Contractor work any time entering or exiting the site. Wheel cleaning before exiting the site will be required.

Upon completion of his work, Contractor shall remove all marks, stains, smudges, etc., regardless of origin, including removal of all manufacturing, packaging materials and shipping labels and tags. Contractor shall fully set up equipment in a condition ready for use as recommended by manufacturer.

Final cleaning of the project will commence on or before the date of Substantial Completion.

Dust control measures shall be employed and paid for by the Contractor to mitigate any dust condition.

21. CUTTING AND PATCHING (AS APPLICABLE)

Contractor shall be responsible for all cutting which may be required in connection with their work. If the Contractor's work was not coordinated and installed at the appropriate time, the Contractor will be responsible for the cost associated with patching. No cutting should be performed without prior written approval from the Owner/Developer and General Contractor.

Any openings that are required for Contractor's work and are not shown on the plans are the responsibility of the Contractor requiring the opening.

Penetrations made through a rated wall shall be required to be firestopped and fire rated in accordance with project specifications and details. Repair of adjacent finishes and proper application of firestopping/fireproofing will be the responsibility of the Contractor. All penetrations shall be coordinated in advance with associated trades.

No modification of structural systems shall be performed without the review of the structural engineer.

22. CONTROL LINES AND GRADE (AS APPLICABLE)

Contractor is responsible for performing all layout for their own work, extending lines and grades, and is fully responsible for any damage due to incorrect extension or layout. Contractor will provide 6 control lines and 3 benchmarks on each level of the building. The Contractor will include (using a professional surveyor) offset control lines for building perimeter, column lines, and setbacks as may be required. The Contractor shall also install 4' AFF benchmarks (assume 6 benchmarks per level).

Layout and elevations must be based on control lines and benchmarks, not top of slab or edge of slab, center of columns, etc.

23. PUMPING

Contractor shall provide dewatering for their own work. No direct pumping into the sewer systems will be allowed. All pumping for dewatering is to be performed by pumping (using a 3" pump) into a settling basin system provided by the Contractor and approved by Owner/Developer and General Contractor and any other agency having jurisdiction.

24. SUPERINTENDENT COMMUNICATION

Contractor and Subcontractors shall furnish cell phones to their Foremen and Superintendents. A list of Subcontractor Foremen' and Superintendents' cell phone information is to be furnished to Owner/Developer and General Contractor prior to mobilization. Superintendents and Foremen shall be available at all off hours to respond immediately as required to emergency conditions related to their areas of work.

25. UTILITY SHUTDOWN

If the work requires any shutdown or tie-in to any utilities or rerouting of vehicular or pedestrian traffic, then a preplanning meeting must be scheduled with the Owner/Developer and General Contractor and take place at a minimum of four (4) weeks prior to activity. Owner/Developer approval must be obtained in writing prior to proceeding with any utility shutdown, tie-in or relocation. Additionally, any reconfiguration of the site fence, barricades, signage, etc. required to facilitate this work is the responsibility of the Contractor.

Contractor shall be responsible for arranging for and conducting dig meetings and location services prior to commencing any excavation or earth disturbance that could damage buried underground utilities. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or cut overs.

Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection.

26. EXISTING BUILDINGS / STRUCTURES / UNDERGROUND UTILITIES

Contractor will take care to not disturb or damage the existing buildings, structures or underground utilities surrounding the project site. Contractor will be responsible to properly locate and protect these items when working nearby. These methods would include, but are not limited to: plywood protection, sheeting, dust protection, overhead protection and temporary feeds for interrupted utilities. (See "Utility Shut-Downs" section for more information pertaining to Utilities)

27. MOISTURE CONTROL PLAN (AS APPLICABLE)

Contractor shall promptly notify Owner/Developer and General Contractor of any water damage viewed within the building. Contractor shall not remove and replace water damaged materials until approved by Owner/Developer.

28. SAFETY

Contractor shall comply with all terms of the Project Specific Health and Safety Plan and all applicable codes and regulations.

The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the work and property at all times, including Saturdays, Sundays, Holidays and other times when no work is being done.

The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

29. HAZARDOUS MATERIAL SPILLS

All chemical and fuel spills on the Project, including accidental spills, must be reported to Owner/Developer and General Contractor immediately upon occurrence or discovery. Any spill of hazardous substances equal to or above the reportable quantities listed in EPA Regulations 40 CFR Part 302.4 should be considered a major spill and are subject to the EPA reporting requirements. Minor petroleum spills of gasoline or diesel fuel will require reporting to Owner/Developer and General Contractor. Contractor will be required to pay for all involved costs and/or EPA fines as a result of any spill. Contractor will not be allowed to drain motor oil, hydraulic fluid, gasoline, diesel fuel, or other hazardous chemicals directly onto the ground. All such discharges shall be cleaned up and legally disposed of by the Contractor at their expense.

30. DRUGS, ALCOHOL, FIREARMS, SMOKING

No drugs, alcohol, or firearms will be allowed on the jobsite at any time. Individuals caught with drugs, alcohol, or firearms on the jobsite will be removed from the jobsite and not allowed to return.

There is a strict no smoking policy on the jobsite. Contractor workers that break this rule will be subject to permanent removal from the project site.

31. DAILY CONSTRUCTION REPORTS

Contractor's Superintendent shall be required to submit a Daily Work Report to Owner/Developer and General Contractor by the end of each workday, on a form acceptable to Owner/Developer and General Contractor. Electronic forms may be provided under separate cover. Contractor shall furnish to Owner/Developer and General Contractor in a timely fashion all other information necessary for the preparation and submission of reports required by the Owner/Developer and General Contractor. Daily Construction Reports should include, at a minimum, the following:

- A. The number of workers working at the site, broken down to indicate classification, i.e. foreman, journeymen, apprentices, etc., including sub-tier Subcontractors.
- B. A brief description of where and what work is being performed including quantities of materials placed, i.e. yards of concrete poured, steel tonnage, and number of pieces of steel in place, list of major equipment.
- C. Temperature and weather conditions.
- D. Visitors to the site.
- E. Material and Equipment deliveries.
- F. Accidents/Incidents/Notable concerns.

32. TEMPORARY FACILITIES

Unless stated otherwise herein, Contractor will provide the following services at the jobsite:

- A. Temporary toilet facilities.
- B. Electrical power in the building for all general lighting and the operation of small tools. All temporary receptacles shall be GFCI protected.
- C. General lighting during working hours to maintain minimum foot-candle coverage required by OSHA. Furnishing, placing and maintaining lights, barricades, fences and protection in accordance with Logistics Plan. Contractor shall notify Owner/Developer and General Contractor 24 hours in advance prior to removing any such installation. Provide for the immediate restoration of any damaged or removed safety or protective work to insure continuous compliance with all applicable safety regulations.
- D. Any and all temporary heat and winter weather protection required to complete the scope of work and maintain project schedule requirements are to be included in Contractor's base bid. Any and all associated costs are the responsibility of the Contractor.
- E. Water for construction. Contractor shall provide containers for drinking water and ice for its employees.

33. TEMPORARY ELECTRIC (AS APPLICABLE)

Temporary Electrical for construction will be provided and maintained by the Contractor as follows:

Provide weather tight service panels, distribution wiring throughout site as required to provide electric service to and throughout site. Sizing of service shall be adequate to power all site temporary lighting, building temporary lighting, shanties, trailers and light and heavy power tools and equipment necessary for performing the construction of the project. Such temporary power shall be maintained on a continuous basis throughout the progress of construction until such time that permanent electric power and all site and building lighting is permanently connected. At such time the Contractor shall remove all temporary wiring, lighting, and equipment. The system shall be installed and maintained in accordance with the requirements of the National Electric Code, OSHA Standard 29, and the National Safety Council, whichever is more stringent shall apply. Required light levels shall be maintained in all areas of all spaces required in the noted standards.

General construction areas shall include each room or space individually throughout the building or site, the top and bottom of each elevator shaft, each stair landing and intermediate landing, as well as all other required areas noted in the standards. Temporary lighting systems shall use rapid start fluorescent or LED lamp protected by a construction lampholder. In addition a minimum of two GFI protected electric receptacles on a wire drop for each general construction area shall be provided. Lighting and power strings shall be made to be flexible so as to change location of lighting with changing construction site conditions. As installation of equipment and finishes progresses, the Contractor shall modify the temporary lighting and power system to provide required levels of lighting and access to power.

The Contractor shall expedite all wiring and power supply required for the commencement of the elevator installation, which is defined as all required electric components for elevator system with electric power delivered with permanent characteristics.

34. TEMPORARY PLUMBING - (AS APPLICABLE)

Temporary Plumbing for construction will be provided and maintained by the Contractor and includes the following.

Temporary water at each floor of the construction site including drain and vent as required. Fully protect system from intended and unintended clogs and provide full weatherization measures. System installation and continuous maintenance and repairs. Removal of and restoration of system once full permanent plumbing system is connected and operational.

Temporary sump pumps controls, related piping and pumping services to remove stagnant or collected water throughout the buildings.

Temporary plumbing as required to support early startup and running of HVAC equipment during construction period.

Provide temporary pipe to storm system once roof drains are ready to be installed.

Provide temporary caps and plugs to keep concrete, trash, debris, etc out of system during construction.

35. TEMPORARY HVAC - (NOT APPLICABLE TO PARTIAL DEMOLITION CONTRACT).

Temporary HVAC for construction includes the following.

Provide temporary usage of the permanent HVAC system during construction including but not limited to the following:

Temporary air as required to meet building flush out requirements.

Temporary heat as required to maintain building temperatures at sufficient levels to allow the progress of work by other trades (will require startup and operation of a number of building system components).

Provide extended warranties as required for the use of equipment during construction to the substantial completion of the project.

Provide maintenance and filter changes during the use of these system components during the construction period. Clean all equipment upon the completion of use for construction period.

36. TEMPORARY FIRE PROTECTION AND ACCESS TO SITE

Provide and maintain Temporary Fire Protection for construction in accordance with all applicable codes, regulations and authorities having jurisdiction including FDNY.

37. REQUEST FOR INFORMATION

Instances will occur when an ambiguity of detail makes it necessary for Contractor to request the Architect or Engineer to interpret a specific area of the plans. The contract documents should be carefully reviewed first to assure the interpretation or clarification is not already noted.

In such circumstances, a formal Request for Information shall be submitted by the Contractor to the Developer for forwarding onto appropriate consultants. The Request for Information shall include at a minimum the relevant drawings, narrative of condition requiring clarification, and if appropriate, proposed solution.

38. SHOP DRAWINGS, SUBMITTALS, AND AS-BUILTS

The Contractor shall provide submittals in accordance with the project specifications and the approved Submittal Schedule. Contractor will provide all critical submittals and shop drawings as required within four (4) weeks of the contract award date and follow shortly thereafter with all remaining submittals.

If a modification to an approved submittal is made or required for any reason, the Contractor creating or requiring the modification shall be responsible for generating revised coordination drawings showing the modification. The revised drawings shall show the revised layout of all equipment indicating required clearances, connection points, wiring changes and the rerouting of piping, ductwork and conduit. The Contractor making the modification shall be responsible for all costs incurred to make the required modifications.

It is very important that each and every item noted in the specifications are submitted. In addition, all submittals for a particular trade or specification should be submitted as close as possible to at one time in

bulk. Partial or incomplete submittals may be returned without review, thereby delaying the approval process.

Substitutions - Requests for substitutions will only be considered when submitted along with original bid. Request for substitutions will not be considered after bid day.

Mock-ups - See specifications for all mock-ups that are required. Coordinate locations of mock-ups with Owner/Developer and General Contractor.

Identification and Submittal Process - Follow procedures outlined in Section 013300 "Submittals".

39. CLOSEOUT

Warranty - Contractor to provide a minimum one (1) year warranty for all work completed. Should this contradict the Specifications, the more stringent warranty clause shall govern. Warranty period to start at Substantial Completion. Contractor to provide an extended warranty for any equipment used prior to Substantial Completion.

40. SUBSTANTIAL COMPLETION AND PUNCHLIST

Substantial Completion occurs when The Owner accepts the certification of the Architect/Engineer that construction is sufficiently complete in accordance with the contract documents. This is so that the project or a designated portion thereof may be occupied or utilized for the use for which it is intended.

SUBSTANTIAL COMPLETION INSPECTION

- A. The Substantial Completion inspection date will be scheduled by the Contractor with the A/E and Owner/Developer through the General Contractor when the project appears to be substantially complete.
- B. The Contractor will prepare a preliminary punch list prior to the scheduled inspection. The final punch list will be developed from the preliminary list submitted by the Contractor and items added by the A/E and Owner. Punch lists will be prepared and issued on an area by area basis. Contractor shall immediately mobilize punch list completion workers (separate from staff working to finish the project).
- C. After the inspection:
 - 1. Owner/Developer and General Contractor will document the punch list, distribute to all Subcontractors and discuss the punch list items to identify any discrepancies or sequencing issues.
 - 2. As sequencing and specific trade completion dates allow, informal punch listing prior to the project substantial completion date will be implemented to expedite punch list completion (examples include structure, roofing, site improvements, and exterior wall components).
 - 3. Contractor will have 3-days to review the punch lists as they are issued to review and state any objections.
 - 4. Punch list work is to be completed promptly and within 30-days of issuance. Any punch list or warranty work that is required beyond Owner occupancy that cannot be performed on regular work-hours/days, must be performed off-hours and around the Owner's operations at the expense of the Contractor responsible for the punch list/warranty work.
 - 5. Contractor is required to review, inspect, and certify their own punch list completion prior to requesting General Contractor and Owner/Developer for re-inspection. Failure to

cooperate with this procedure will subject Contractor to backcharges for multiple punchlist reviews and inspections.

6. Punchlist sign-offs are subject to approval from the A/E, and the Owner/Developer.

41. INDOOR AIR QUALITY (AS APPLICABLE)

Contractor and the project team are committed to achieving LEED "Gold" certification for the Project. One critical component of the LEED requirements is to administer an Indoor Air Quality plan during construction activities.

The attached Indoor Air Quality Plan will be implemented on the project. Contractor is expected to adhere to the requirements of the plan.

42. CHANGES

For any change in the Scope of Work, Contractor shall submit a Change Order Request (COR).

1. The Change Order Request shall include the cost to perform the proposed change and any change in time required to perform the Work. In addition, the Contractor shall submit all back-up documentation to support the change order costs (i.e., estimates, invoices, signed tickets, etc.). All Change Order Requests shall include a detailed breakdown of material, labor (hours and rates) and overhead and profit.
2. Change Order Requests shall be submitted to Owner/Developer through General Contractor. Each request shall state which documentation (e.g., Bulletin, RFI response, Proposal Request, etc.) issued by the Architect or Owner/Developer is being priced. Proposal Requests, when issued, are to be estimated and the quote returned to the Owner/Developer and General Contractor within ten (10) working days.
3. Change Order Requests should include Mark-up allowed for overhead and profit on changes per attached Formula for Changes.
4. The Change Order Requests should include the schedule impact of the change, if any.

Failure by the Contractor to provide a written proposal for the change within the response time shall indicate the Contractor's confirmation that the change has no cost or schedule impact on the work and shall release Owner/Developer and General Contractor from any and all claims for additional cost and time of completion related to this change.

43. EXTRA WORK DAILY TIME TICKETS

When necessary, Contractor may be directed to make certain changes in the field by authorized Owner/Developer and General Contractor personnel. All field changes must be covered by a valid directive to the Contractor detailing the work change involved, the basis for computing the change in work, and the Potential Change Order (PCO) used to track associated costs. This directive will be issued by the Owner/Developer and General Contractor, and all resulting field tickets to be signed by the Owner/Developer and General Contractor shall be clearly identified as chargeable against the particular PCO number.

In order to avoid future complications, daily time tickets must be submitted for Owner/Developer and General Contractor review and signature. Tickets must be numbered sequentially and are to list the names of the workmen and the hours spent performing the work, and also the material used. The time tickets are to be signed daily. In addition, backup must be provided for tool and material costs incurred during the completion of the extra work.

No ticket will be recognized without the signature of a duly authorized Owner/Developer and General Contractor employee. All work done without written authorization will not be considered as extra work.

Once all work associated with a single PCO is complete, the Contractor will submit a change order request to Developer along with all backup (including signed tickets). If approved, Owner/Developer and General Contractor will issue a change order to the Contractor, at which time Contractor may bill for this work as part of their monthly pay application. No billing against an invoice without an approved Change Order in place will be allowed. A Change Order on the monthly pay application is the only means to submit for payment for additional work.

Please provide your superintendent with a copy of these instructions.

44. CLAIMS

Notice of claim for additional compensation for additional work, for delay costs, or for construction or services claimed to be outside the scope of this Agreement shall be given before the Contractor begins performance of the construction or services in question. Notice of any such claim shall be given within five days after the Contractor has knowledge of the circumstances giving rise to the claim, unless additional time is permitted by Owner/Developer and General Contractor in writing. Failure by the Contractor to give notice of a claim within the time specified shall constitute a waiver by the Contractor of such claim. As promptly as possible after a notice of claim has been given, the Contractor shall submit a detailed proposal to Owner/Developer and General Contractor.

45. PERMITS (AS APPLICABLE)

The general building permit will be paid for by the Owner.

Contractor shall obtain and pay for any specific permits, bonds, licenses or fees required for Contractors Work. Contractor shall verify requirements with all authorities having Jurisdiction prior to submission of bid and include such costs in their price.

46. TAXES

The project is a tax exempt project.

47. BONDING

In the event Owner requires Contractor to provide performance and payment bonds in accordance with the Agreement, such bonds will be executed on standard forms acceptable to Owner. Contractor agrees to cooperate with Owner in obtaining a Bond Authenticity completed by the surety within 30 days of the receipt of the Bonds. The delivery of this document after 30 days of its request will delay progress payments.

48. SEXUAL HARASSMENT

Any Contractor's workers who demonstrate abusive or unruly behavior will be promptly dismissed and removed from the jobsite. The Contractor's supervisory personnel or project management is responsible to lead offenders off the site and prohibit their return. Construction Personnel will only be permitted within construction work areas and designated parking areas. All Construction Personnel are expected to be of unquestionable moral standards; inappropriate interaction with campus faculty or student population will not be tolerated and will result in immediate permanent dismissal from the project for all offending parties.

49. AFFIRMATIVE ACTION PROGRAM

Contractor will not discriminate against any employee or applicant for employment because of race religion, color, sex, physical handicaps, age or national origin. Contractor will take affirmative action to insure that applicants are employed and employees are treated during employment with regard to race, religion, color, sex, physical handicaps, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, rates of pay or other forms of compensation, and selection for training, including employees and applicants for employment of notices provided by an appropriate agency of the Federal Government, setting forth the requirements of these nondiscrimination provisions.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicaps, age or national origin.

50. PROGRESS PAYMENTS

This project will be using AIA G702 and G703 documents for progress billings. A detailed Schedule of Values is required to be submitted for approval by Owner in advance of your first payment application. Contractor's Schedule of Values shall include the following items:

- Submittals/Shop Drawings (2% of contract)
- Signed-off MEP Coordination Drawings (1% of contract) Closeout Documents/Training/Final Cleaning (3% of contract as applicable)
- General Conditions

This Schedule of Values should break the Contract amount into various parts, separating material, equipment, labor, and Subcontractors where applicable. Furthermore, the schedule must be in sufficient detail to allow accurate monthly reviews of completed work (by building, by floor, etc.). You will need to submit this schedule immediately upon Notice Of Award.

The pencil copy progress payment application must be sent to the jobsite office, to the attention of the Owner/Developer and General Contractor. Please note that you will be estimating/projecting through the end of the current month billing.

Billing Schedule

Contractor invoices/requisitions will be based on a percent complete against a schedule of values with draft (pencil) copy due on or about the 20th of the month with a projection to the end of the month. The invoices will be reviewed and final invoice will be due to General Contractor on or about the 25th of the month to allow for submission to the Owner. Payments to the Contractor will be made by the 45th day after receipt of final invoice. All billings should be received by the 25th or shall rollover to and be included in the next month billing cycle.

Retainage

Retention shall be 10% of each Application for Payment. Retention reduction will be considered once the Contractor reaches progress of 50% completion. Your request for reduction from 10% of work completed to 5% of Contract Sum must be made in writing 10 business days prior to the application you intend to reflect the reduction. The following needs to be addressed in your letter:

- Reconciliation of contract amount showing original contract value, approved change orders to date (list all approved change orders), pending change order amount to date (list all change order requested by your firm), and final adjusted contract value to date.
- Statement from your firm that all vendors and Subcontractors under contract by your firm is paid current to date
- Statement that all safety submittals are in order, up to date and there have been no accidents other than those identified in previously submitted accident reports (reference any reports your firm has submitted).
- Statement that 100% of submittals have been submitted for A/E review and that any submittals that required resubmission have also been resubmitted.
- Statement that your Insurance is current and that you meet or exceed the contract requirements.
- Statement from your firm that all work completed to date is in compliance with the project requirements and that there are no outstanding disputes or claims.

- Statement from your firm that the completion of your work will meet the schedule requirements for the balance of project.
- Submit 3 sets of as-builts to be transmitted for A/E and Owner review.
- If Operations & Maintenance Manuals (O&Ms) are required of your firm, we request 3 sets be transmitted for A/E and Owner review.
- Current and accepted certified payroll.
- Required attic stock delivered and accepted.
- Current status on all of the above.

Miscellaneous Billing Procedures

All extra work must be submitted for the preparation of a formal Change Order, issued by Owner, before the work can be included in your monthly payment application. A Contract Change Order must be issued by Owner and executed before payment for extra work can be included in your payment application.

The following documentation must be submitted in order for off-site stored materials to be considered for funding:

Invoice(s)/purchase order(s) that includes date of order/purchase, name of supplier, name of purchaser, project for which materials/equipment have been purchased, detailed list of materials/equipment purchased that includes quantity, unit cost, total cost including taxes, shipping, etc., amount paid and/or payment terms, and if applicable, the shipping date and shipping address.

Evidence that upon making payment to the Contractor for the applicable materials/equipment stored off-site that ownership of them will transfer to the Owner.

Name and address of storage location.

Evidence that the storage location is insured (and if applicable, bonded), and that the materials/equipment stored are specifically insured in a dollar amount consistent with their value. There also needs to be evidence that the materials will be fully insured until delivered to the project site. Owner needs to be listed as additional insured on the insurance certificate/bond document.

Photographs of the materials/equipment in the storage location. The photos need to show that the storage facility is the one identified in the other documents provided, need to show clearly what the materials/equipment are and that they are segregated from other items stored in the facility and/or from other inventory, that they are identified as being for the applicable project, and that the quantities stored are consistent with what is shown on the invoice(s) so the value can be confirmed.

Written explanation of why the materials need to be paid for in advance and stored off site. The explanation needs to demonstrate that there is a sound construction and/or business rationale for doing so.

Owner reserves the right to engage a third party consultant at the Contractor's expense to visit the storage location and confirm the materials are in place as represented, review the documentation, take the required photographs, and give the Owner their opinion on whether the amount requested for the materials is appropriate.

51. LABOR HARMONY

Contractor shall be responsible for labor harmony, and associated costs, to maintain proper labor jurisdiction on the trades performing the Work. Contractor is advised that it must maintain labor harmony

throughout the duration of the Project. All labor disputes, slowdowns, strikes and/or sympathy actions shall be the sole responsibility of the Contractor to resolve in order to maintain labor harmony.

It shall be the Contractors' responsibility to resolve all labor disputes immediately. Contractor will be considered to be in default for failure to resolve such incidents, action and inactions, which obstruct the work and impact the Project Schedule, which may result in termination of Contractor.